

1 with the applicable law. See Romano v. Weiss, No. LACV1608615VAPPLAX, 2017 WL
2 3081694 at *3 (C.D. Cal. Feb. 15, 2017) (“As district courts sitting in New York are
3 generally more familiar with New York law, this factor weighs in favor of transfer.”).

4 **4. Conflict of Law**

5 The next factor to consider is “the avoidance of unnecessary problems in conflict of
6 laws....” Piper Aircraft, 454 U.S. at 241 n.6. Westside alleges that there is a conflict
7 between New York and California law, in that the former’s legal standards for negligent
8 misrepresentation and breach of the implied covenant of good faith and fair dealing “are
9 much more restrictive....” Opp’n at 14. Westside fails to support this vague and
10 conclusory assertion with any legal authority or reasoned legal analysis. As such, the Court
11 is not in a position to assess the validity of such argument. See California Pac. Bank v.
12 Fed. Deposit Ins. Corp., 885 F.3d 560, 570 (9th Cir. 2018) (“Inadequately briefed and
13 perfunctory arguments are ... waived.”).

14 Equally unpersuasive is Westside’s contention that a transfer will deprive it of the
15 right to bring a claim under California Business and Professions Code section 17200 (also
16 known as the California Unfair Competition Law or “UCL”) because New York law does
17 not recognize such a claim. Opp’n at 14. Westside again fails to cite any legal authority to
18 support its argument. But even if Westside were correct, it has not demonstrated that it will
19 suffer any prejudice as a result. The UCL only provides for equitable remedies in the form
20 of restitution and injunctive relief. Cal. Bus. & Prof. Code § 17203. Yet, in its UCL claim,
21 Westside seeks damages for injury to its brands and business reputation. Compl. ¶ 44.
22 Damages are not available under section 17203, except by way of restitution. Korea
23 Supply Co. v. Lockheed Martin Corp., 29 Cal.4th 1134, 1144 (2003). Westside’s UCL
24 claim does not allege that Defendants have received monies that should be returned to
25 Westside. Because the type of relief sought by Westside under the UCL is not available, a
26 transfer will not result in any unnecessary conflict of law or otherwise prejudice Westside.
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